The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

38 rem

October 12, 2021 OCT27'21 AM 9:16 RCVD

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award a Brownfields cleanup grant to the City of Concord, NH (VC # 177376-B001), in the amount of $200,000 to perform environmental site remediation work, effective upon Governor and Council approval through December 31, 2022. 100% Brownfields Repayment Funds.

Funding is available in the account as follows:

	FY2022
03-44-44-444010-2018-073-500580	$200,000

Dept. of Environmental Services, Brownfields RLF Repayments, Grants – Non-Federal

EXPLANATION

NHDES currently administers a Brownfields Revolving Loan Fund (RLF) for the purpose of providing financial support for the cleanup and redevelopment of contaminated properties. NHDES has been authorized by the U.S. Environmental Protection Agency to use retained program income from the RLF (i.e., principal repayments and interest earned from loans) for Brownfields related activities. In June 2020, NHDES announced that it was making available $400,000 for cleanup grants and solicited applications from interested municipalities, non-profit organizations and other eligible entities. Five applications were received, then evaluated and ranked based on review criteria including: thoroughness of the application; availability of funds for subsequent redevelopment; extent to which the grant would provide benefits to the community; and whether or not redevelopment/reuse plans were developed. Based on the review, NHDES offered grants for two of the proposed projects. See Attachment A for the application rankings and list of reviewers.

The grant to be awarded to the City of Concord is for the former New Hampshire Employment Security Property which is located on South Main Street in the City's Downtown Central Business District. The City acquired the property from the State in 2014 with the goal of attracting a developer for a mixed use redevelopment. After several iterations of RFPs, the City has entered into a purchase and sales agreement with a developer under which the City is responsible for interior abatement of the property. The grant funds will be used for abatement of asbestos containing materials and universal wastes (e.g., fluorescent light bulbs and ballasts, and mercury containing thermostats). The most recent budget estimates for

abatement activities in accordance with state and federal requirements is approximately $400,000. $200,000 will be funded pursuant to this grant with the balance being funded by the City. Redevelopment plans include demolition of the existing building and construction of an 80,000 square foot, six-story building featuring 64 apartments.

This agreement has been approved by the Attorney General's Office as to form, substance and execution. In the event that other funds are no longer available, General funds will not be requested to support this program.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

Subject: City of Concord
Brownfields Revolving Loan Fund – Cleanup Grant

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		**1.2 State Agency Address** 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: City of Concord		**1.4 Grantee Address** 41 Green Street, Concord, NH 03301	
1.5 Effective Date Upon G&C approval	**1.6 Completion Date** December 31, 2022	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $200,000.00
1.9 Grant Officer for State Agency Michael McCluskey, Brownfields Program		**1.10 State Agency Telephone Number** (603) 271-2183	
1.11 Grantee Signature		**1.12 Name & Title of Grantee Signor** Thomas J. Aspell, Jr City Manager	

1.13 Acknowledgment: State of New Hampshire, **County of** Merrimack

On 09 20 2021 before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

(Seal)

1.13.2 Name & Title of Notary Public or Justice of the Peace

Donna Jean Muir

DONNA JEAN MUIR
Notary Public - New Hampshire
My Commission Expires August 8, 2023

DONNA JEAN MUIR NOTARY PUBLIC NEW HAMPSHIRE

1.14 State Agency Signature(s)	**1.15 Name/Title of State Agency Signor(s)** Robert R Scott, Commissioner NHDES

1.16 Approval by Attorney General's Office (Form, Substance and Execution)

By: Attorney, On: 10/26/2021

1.17 Approval by the Governor and Council

By: On: / /

Grantee Initials TJA
Date 9.20.21

2. SCOPE OF WORK. In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of

Grantee Initials TJA
Date 9.20.21

Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranteed by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any
third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Grantee Initials TAA
Date 9.20.21

EXHIBIT A

STATE OF NEW HAMPSHIRE

BROWNFIELDS CLEANUP REVOLVING LOAN FUND

SCOPE OF SERVICES

The City of Concord intends to use the grant funds for the remediation of environmental contamination at the Former NH Employment Security Property located at 32-34 South Main Street in Concord, New Hampshire.

Grant funds will be used for the mitigation of hazardous building materials.

Grantee Initials TEA
Date 9.20.21

EXHIBIT B

STATE OF NEW HAMPSHIRE

BROWNFIELDS CLEANUP REVOLVING LOAN FUND

BUDGET AND PAYMENT METHOD

The New Hampshire Department of Environmental Services (the "State") agrees to grant to the City of Concord (the "Grantee") the sum of $200,000 ("Grant Amount") to be used by Grantee only for cleanup-related activities.

The Grant Amount shall be payable to Grantee as reimbursement for eligible and allowable expenses incurred by Grantee based upon actual costs incurred for Project work. No reimbursement shall be made to Grantee without written approval of the Department of Environmental Services.

The Grantee may request a maximum of one reimbursement payment per month on forms provided by the State and shall include documentation of Project work completed and the eligible costs incurred by the Grantee.

Grantee Initials TAA
Date 9.20.21

EXHIBIT C

STATE OF NEW HAMPSHIRE

BROWNFIELDS CLEANUP REVOLVING LOAN FUND

SPECIAL PROVISIONS

1. **Area Covered.**

   1.1 The Grantee shall perform the Project on certain real property commonly referred to as the Former NH Employment Security Property located at 32-34 South Main Street in Concord, New Hampshire (the "Property"), which property is more particularly described in the Warranty Deed recorded at the Merrimack County Registry of Deeds on October 31, 2014 at book 3460, page 0218.

   1.2 The Grantee shall retain ownership of the Property between the Effective Date and the Completion Date. For the purposes of this Agreement, the term "owns" means fee simple title.

2. **Completion of Project.** The Grantee shall commence work on the Project within 180 days of the Effective Date and shall complete and perform all of the work by December 31, 2022 (the "Completion Date").

3. **Environmental Report(s).** The Grantee shall provide the State with a copy of an American Society for Testing and Materials (ASTM) E1527-05 or equivalent Phase I Environmental Site Assessment report for the Property and an ASTM E1903-97 or equivalent Phase II Environmental Site Assessment (i.e., a site investigation that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*) (collectively, the "Assessment"). The Grantee agrees that the grant funds shall not be used for the payment of any cost or expense related to the Assessment.

4. **Project Manager.** The State shall designate an environmental project manager who shall review and approve of the proposed cleanup and coordinate the work to be performed using grant funds. The State's environmental project manager will review the Grantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, State, and Federal requirements and is protective of human health and the environment.

5. **Remedial Action Plan.**

   The Grantee shall prepare a Remedial Action Plan (RAP) that meets the requirements of the New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The Grantee shall submit copies of the RAP to the State for review and approval.

Grantee Initials TJA
Date 9.22.21

6. **Remedial Action Implementation Report**. The Grantee shall prepare a Remedial Action Implementation Report that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The report shall be submitted to the State for review and approval within ninety (90) days following completion of the Project.

7. **Event of Default**. In addition to the Events of Default specified in Subparagraph 11.1 of the General Provisions, any one or more of the following acts or omissions of the Grantee shall constitute an Event of Default:

   a. The Grantee sells or transfers the Property prior to the Completion Date.

   b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

Grantee Initials TJA
Date 9.22.21

BROWNFIELDS CLEANUP REVOLVING LOAN FUND
Certificate of Vote / Authority

I, Janice Bonenfant, City Clerk for the City of Concord, New Hampshire do hereby certify:

1. The City Council, by passage of Resolution #9376 on May 10, 2021 (attached hereto), voted to authorize the City Manager to accept $172,500 in Brownfields Grant funds and enter into a Subgrant Agreement with the NH Department of Environmental Services concerning a Brownfields Cleanup Revolving Loan Fund grant for City owned property located at 32-34 South Main Street, Concord, New Hampshire;

2. The City Council, by passage of Resolution #9404 on September 13, 2021 (attached hereto), voted to authorize the City Manager to accept an additional $27,500 in Brownfields Grant funds and enter into an amended Subgrant Agreement with the NH Department of Environmental Services concerning a Brownfields Cleanup Revolving Loan Fund grant for City owned property located at 32-34 South Main Street, Concord, New Hampshire;

3. The City Council, by passage of Resolutions #9376 and #9404, further authorized the City Manager to execute any documents which may be necessary for this Subgrant Agreement;

4. These authorizations have not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and,

5. The following person has been appointed to, and now occupied the office of, City Manager: Thomas J. Aspell, Jr.

IN WITNESS HEREOF, I have hereunto set my hand as the City Clerk of Concord, New Hampshire, this the 16 day of September, 2021.

Janice Bonenfant
City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 16th day of September 2021 before me Suzanne M. Stevens Notary Public the undersigned officer personally appeared Janice Bonenfant, who acknowledged herself to be the City Clerk of Concord, New Hampshire, and that she, as such City Clerk, being authorized to do so, executed the forgoing instrument for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Suzanne M. Stevens
Notary Public
SUZANNE M. STEVENS, Notary Public
My Commission Expires February 15, 2022

Resolution No. 9376
CITY OF CONCORD

In the year of our Lord two thousand and twenty-one

RESOLUTION APPROPRIATING THE SUM OF THREE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($372,500) FOR HAZARDOUS BUILDING MATERIALS ABATEMENT AT THE FORMER NEW HAMPSHIRE EMPLOYMENT SECURITY PROPERTY LOCATED 32-34 SOUTH MAIN STREET (CIP #578), AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT THE SUM OF ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($172,500) FROM THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES BROWNFIELDS PROGRAM, AND AUTHORIZING THE USE OF TWO HUNDRED THOUSAND DOLLARS ($200,000) IN ECONOMIC DEVELOPMENT RESERVE FUNDS FOR THIS PURPOSE.

The City of Concord resolves as follows:

WHEREAS, on October 31, 2014 the City acquired certain real estate located at #32-34 South Main Street, known as the former New Hampshire Employment Security Property (the "Property"), for the purpose of fostering the redevelopment of said property in order to promote and achieve community economic development goals set forth in various City master plans; and

WHEREAS, the Property features a 26,000SF +/- office building, which was vacated by the State of New Hampshire Department of Employment Security in May 2014; and

WHEREAS, the City desires to abate hazardous building materials located within the existing 26,000SF +/- structure to foster and promote redevelopment of the Property; and

WHEREAS, the estimate cost to abate hazardous building materials is $385,000; and

WHEREAS, on August 28, 2020 the City applied for $172,500 in grant funds from the New Hampshire Department of Environmental Services Brownfields Program to partially finance hazardous building materials abatement activities at the Property; and

WHEREAS, the New Hampshire Department of Environmental Services (NHDES) Brownfields Program approved and awarded the City's grant application on December 31, 2020; and

WHEREAS, Project #578 titled "Former New Hampshire Employment Security Property" of the City's Capital Improvement Program (CIP) currently has $12,500+/- available from previous appropriations to support hazardous building materials abatement at the Property; and

WHEREAS, the City desires to appropriate the sum of $200,000 from the Economic Development Reserve to fully fund hazardous building materials abatement activities; and

WHEREAS, on May 10, 2021 the City Council approved Resolution #9375 which authorized the City Manager to into a Purchase and Sales Agreement with the John J. Flatley Company concerning sale and redevelopment of the Property into a new 80,000SF+/- building which shall feature approximately 64 market rate apartments; and

WHEREAS, in accordance with the terms and conditions of said Purchase and Sales Agreement, the City is obligated to complete hazardous building materials abatement for the 26,000SF+/- building prior to conveying the property to the John J. Flatley Company; and

Resolution No. 9376
CITY OF CONCORD

In the year of our Lord two thousand and twenty-one

RESOLUTION APPROPRIATING THE SUM OF THREE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($372,500) FOR HAZARDOUS BUILDING MATERIALS ABATEMENT AT THE FORMER NEW HAMPSHIRE EMPLOYMENT SECURITY PROPERTY LOCATED 32-34 SOUTH MAIN STREET (CIP #578), AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT THE SUM OF ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($172,500) FROM THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES BROWNFIELDS PROGRAM, AND AUTHORIZING THE USE OF TWO HUNDRED THOUSAND DOLLARS ($200,000) IN ECONOMIC DEVELOPMENT RESERVE FUNDS FOR THIS PURPOSE.

WHEREAS, this appropriation is for a purpose for which funds are not included in the Fiscal Year 2021 adopted budget, therefore Section 37 of the City Charter requires a two-thirds vote of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that:

1) The sum of $372,500
is hereby appropriated as follows:

Sears Block TIF District Capital Project Fund
Former NHES Property Redevelopment Project (CIP #578) $372,500

2) Revenue to meet said appropriation shall be provided from the following sources:

Sears Block TIF District Capital Project Fund	
NH Department of Environmental Services Brownfields Grant	$172,500
Economic Development Reserve funds	$200,000
Total	$372,500

3) The City Manager is authorized to enter into agreements and contracts with the New Hampshire Department of Environmental Services concerning grant funds secured from the Brownfields Program for this purpose.

4) These funds shall be available for hazardous building materials abatement, or any other associated purpose, for the former NH Employment Security property located at 32-34 South Main Street.

5) The $200,000 appropriated from the Economic Development Reserve for this purpose shall be reimbursed in full to the Economic Development Reserve by proceeds accruing to the City from the sale of the Former New Hampshire Employment Security Property to the John J. Flatley Company.

6) Sums as appropriated shall be expended under the direction of the City Manager.

7) This resolution shall take effect upon its passage.

In City Council
May 10, 2021
Passed
City Clerk

Resolution No. 9404

CITY OF CONCORD

In the year of our Lord two thousand and twenty-one

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR THE SUM OF TWENTY-SEVEN THOUSDAND FIVE HUNDRED DOLLARS ($27,500) IN NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES BROWNFIELDS PROGRAM GRANT FUNDS, APPROPRIATING THE SUM OF TWENTY-SEVEN THOUSDAND FIVE HUNDRED DOLLARS ($27,500) FOR HAZARDOUS BUILDING MATERIALS ABATEMENT AT THE FORMER NEW HAMPSHIRE EMPLOYMENT SECURITY PROPERTY LOCATED 32-34 SOUTH MAIN STREET (CIP #578), AND ACCEPTING THE SUM OF TWENTY-SEVEN THOUSDAND FIVE HUNDRED DOLLARS ($27,500) IN NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES BROWNFIELDS PROGRAM GRANT FUNDS FOR THIS PURPOSE

The City of Concord resolves as follows:

WHEREAS, on October 31, 2014 the City acquired certain real estate located at #32-34 South Main Street, known as the former New Hampshire Employment Security Property (the "Property"), for the purpose of fostering the redevelopment of said Property in order to promote and achieve community economic development goals as set forth in various City master plans (CIP #578); and

WHEREAS, the Property features a 26,000SF +/- office building, which was vacated by the State of New Hampshire Department of Employment Security in May 2014; and

WHEREAS, the City desires to abate hazardous building materials located within the existing 26,000SF +/- structure to foster and promote redevelopment of the Property; and

WHEREAS, on August 28, 2020 the City applied for $172,500 in grant funds from the New Hampshire Department of Environmental Services Brownfields Program to partially finance hazardous building materials abatement activities at the Property; and

WHEREAS, the New Hampshire Department of Environmental Services (NHDES) Brownfields Program approved and awarded the City's grant application on December 31, 2020; and

WHEREAS, on May 10, 2021 the City Council approved Resolution #9375 which authorized the City Manager to into a Purchase and Sale Agreement with the John J. Flatley Company (the Developer) concerning sale and redevelopment of the Property into a new 80,000SF+/- building which shall feature approximately 64 market rate apartments; and

Resolution No. 9404

CITY OF CONCORD

In the year of our Lord two thousand and twenty-one

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR THE SUM OF TWENTY-SEVEN THOUSDAND FIVE HUNDRED DOLLARS ($27,500) IN NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES BROWNFIELDS PROGRAM GRANT FUNDS, APPROPRIATING THE SUM OF TWENTY-SEVEN THOUSDAND FIVE HUNDRED DOLLARS ($27,500) FOR HAZARDOUS BUILDING MATERIALS ABATEMENT AT THE FORMER NEW HAMPSHIRE EMPLOYMENT SECURITY PROPERTY LOCATED 32-34 SOUTH MAIN STREET (CIP #578), AND ACCEPTING THE SUM OF TWENTY-SEVEN THOUSDAND FIVE HUNDRED DOLLARS ($27,500) IN NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES BROWNFIELDS PROGRAM GRANT FUNDS FOR THIS PURPOSE

WHEREAS, in accordance with the terms and conditions of said Purchase and Sale Agreement, the City is obligated to complete abatement of certain hazardous building materials at the Property prior to conveying the Property to the Developer; and

WHEREAS, subsequent to entering into the Purchase and Sale Agreement with the Developer, additional Asbestos Containing Materials (ACM) were discovered at the Property; and

WHEREAS, on July 9, 2021 the New Hampshire Department of Environmental Services offered to increase the Brownfields Grant for the Property from $172,500 to $200,000 (a net increase of $27,500); and

WHEREAS, this appropriation is for a purpose for which funds are not included in the Fiscal Year 2022 adopted budget, therefore Section 37 of the City Charter requires a two-thirds vote of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that:

1) The sum of $27,500
be and is hereby appropriated as follows:

<u>Sears Block TIF District Capital Project Fund</u>
Former NHES Property Redevelopment Project (CIP #578) $27,500

2) Revenue to meet said appropriation shall be provided from the following source:

<u>Sears Block TIF District Capital Project Fund</u>
NH Department of Environmental Services Brownfields Grant funds $27,500

3) The City Manager is authorized to enter into agreements and contracts with the New Hampshire Department of Environmental Services concerning grant funds secured from the Brownfields Program for this purpose.

Resolution No. 9404

CITY OF CONCORD

In the year of our Lord two thousand and twenty-one

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR THE SUM OF TWENTY-SEVEN THOUSDAND FIVE HUNDRED DOLLARS ($27,500) IN NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES BROWNFIELDS PROGRAM GRANT FUNDS, APPROPRIATING THE SUM OF TWENTY-SEVEN THOUSDAND FIVE HUNDRED DOLLARS ($27,500) FOR HAZARDOUS BUILDING MATERIALS ABATEMENT AT THE FORMER NEW HAMPSHIRE EMPLOYMENT SECURITY PROPERTY LOCATED 32-34 SOUTH MAIN STREET (CIP #578), AND ACCEPTING THE SUM OF TWENTY-SEVEN THOUSDAND FIVE HUNDRED DOLLARS ($27,500) IN NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES BROWNFIELDS PROGRAM GRANT FUNDS FOR THIS PURPOSE

4) These funds shall be available for hazardous building materials abatement, or any other associated purpose, for the former NH Employment Security Property located at 32-34 South Main Street.

5) Sums as appropriated shall be expended under the direction of the City Manager.

6) This resolution shall take effect upon its passage.

In City Council
September 13, 2021
Passed

City Clerk

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
City of Concord 41 Green Street Concord, NH 03301	145	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits - NH Statutory Limits May Apply*	
X	**General Liability (Occurrence Form)**	7/1/2020	7/1/2021	Each Occurrence	$ 1,000,000
	Professional Liability (describe)	7/1/2021	7/1/2022	General Aggregate	$ 2,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	X	**Additional Covered Party**		**Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
					By: *Mary Beth Purcell*
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302					**Date:** 6/9/2021 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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Participating Member:	*Member Number:*	*Company Affording Coverage:*
City of Concord 41 Green Street Concord, NH 03301	145	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not	
	General Liability (Occurrence Form)			Each Occurrence	
	Professional Liability (describe)			General Aggregate	
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
X	**Workers' Compensation & Employers' Liability**	7/1/2020	7/1/2021	X Statutory	
		7/1/2021	7/1/2022	Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		Additional Covered Party		Loss Payee	Primex³ – NH Public Risk Management Exchange
					By: *Mary Beth Purcell*
State of NH Department of Environmental Services 29 Hazen Dr/ PO Box 95 Concord, NH 03305					Date: 6/9/2021 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Attachment A
Brownfields Cleanup Grant Rankings

Applications and Rankings

Applicant	City/Town	Site	Requested Grant Amount	Ranking	Comment
City of Somersworth	**Somersworth**	**Former Police Station**	**$97,450**	**1**	**Fully Funded**
City of Concord	**Concord**	**Former NH Employment Security Property**	**$200,000[1]**	**2**	**Fully Funded**
Town of Hillsborough	*Hillsborough*	*Woods Woolen Mill*	*$200,000*	*3*	*Not funded*
Town of Salem	*Salem*	*Former Wastewater Treatment Plant Site*	*$200,000*	*4*	*Not funded*
City of Franklin	*Franklin*	*Former Stanley Mill*	*$195,600*	*NA*	*Withdrawn[2]*

[1] City of Concord originally applied for $172,500. Due to increased amount of asbestos identified after application submittal but before formally awarding the grant, NHDES agreed to increase of grant amount to $200,000.
[2] City of Franklin indicated they were not going to be able to acquire the property in the short term which was one of the eligibility criteria.

Grant Reviewer List

Name	Department / Bureau	Title	Years of Experience
Michael McCluskey, P.E.	NHDES / Hazardous Waste Remediation Bureau	Civil Engineer V	34
Melinda Bubier, EIT	NHDES / Hazardous Waste Remediation Bureau	Environmentalist IV	18
Scott Drew, P.G.	NHDES / Hazardous Waste Remediation Bureau	Hydrogeologist III	8